

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET  
P. O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600  
PHONE (920) 448-4015 FAX (920) 448-6221

**LAND CONSERVATION SUBCOMMITTEE**

Norbert Dantine, Jr., Chair  
Dave Kaster, Vice Chair  
Bernie Erickson, Dave Landwehr,  
Tom Sieber, Jeff Ronsman

**LAND CONSERVATION SUBCOMMITTEE**

**Monday, June 27, 2016**

**6:00 pm**

**(PD&T to Follow)**

**Room 161, UW Extension**

**1150 Bellevue Street**

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON  
ANY ITEMS LISTED ON THE AGENDA**

- I. Call Meeting to Order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of May 23, 2016.

**Comments from the Public**

1. Departmental Openings Summary.
2. Budget Status Report for May 2016.
3. Director's Report:
  - a. Discussion and approval of SEG Transfer from Oconto County.
  - b. Discussion and approval of NRCS Operational Agreement.
  - c. DATCP – Farmland Preservation Letter to Participants.
  - d. Land & Water Plan update.

**Other**

4. Such Other Matters as Authorized by Law.
5. Adjourn.

Norb Dantine, Jr., Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY**  
**LAND CONSERVATION SUBCOMMITTEE**

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Land Conservation Subcommittee** was held on Monday, May 23, 2016 in Room 161, UW Extension, 1150 Bellevue Street, Wisconsin.

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**Present:** Supervisors Norbert Dantine, Bernie Erickson, Dave Kaster, Dave Landwehr, Tom Sieber,  
Citizen Rep Jeff Ronsman

**Also Present:** Mike Mushinski, Jon Bechle, FSA Executive Director Zack Warner and other interested parties.

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*\*Audio of the meeting is available by contacting the County Board office (920) 448-4015.*

**I. Call Meeting to Order.**

The meeting was called to order by Chairman Dantine at 6:00 p.m.

**II. Approve/Modify Agenda.**

**Motion made by Supervisor Kaster, seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of April 25, 2016.**

**Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Comments from the Public**

On behalf of the committee, Dantine welcomed Citizen Rep Jeff Ronsman to the Land Conservation Subcommittee.

**1. Departmental Openings Summary.**

Mushinski informed this was the same Agronomist position that they had open for a few months; they were hoping to get enough budgetary funds throughout the year to hire someone.

**Motion made by Supervisor Erickson, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**2. Budget Status Report for April 2016.**

**Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**3. Director's Report:**

**a. Manure Irrigation Workgroup Update.**

Program Manager Jon Bechle provided a handout (attached) which included a cover page, an executive summary and an overview of duties from the 120 page report re: Considerations for the use of Manure Irrigation Practices, a report from the Wisconsin Manure Irrigation Workgroup. This effort was started back in 2013 and the report was finished in March or early April. Bechle briefly went over the consensus baseline recommendations that came out of the effort, which included requirements in the current Brown County Animal Waste Ordinance. The ordinance and the 590 standard did not specifically address manure irrigation because it was fairly new to Wisconsin since the last time the standard was adopted. This report was to provide guidance; to serve as a resource for citizens and elected officials engaged in discussions about appropriate next steps for their

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**Departmental Openings Summary**  
**To: Land Conservation Committee**  
**From: Land & Water Conservation Department**

1-Jun-16

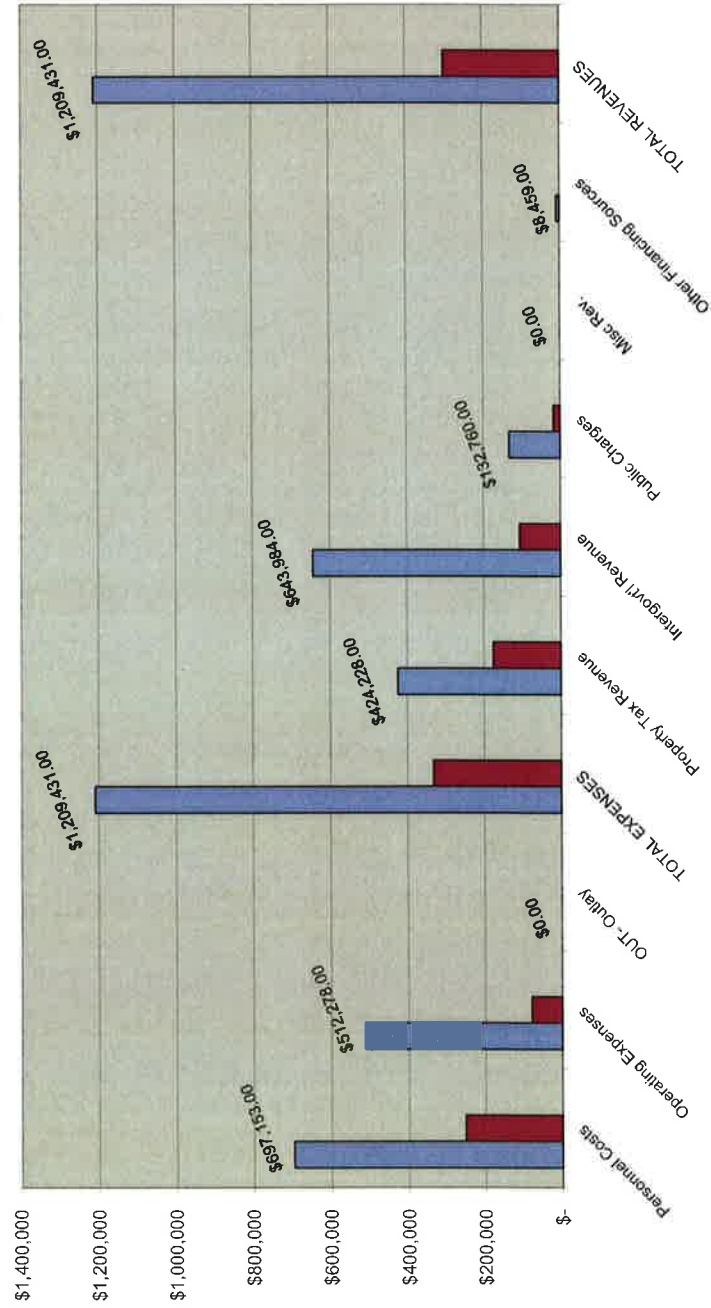
Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Agronomist	Current	N/A	hold	grant funding not 100%

Ex: Transfer, Wage, Working Conditions

**Brown County Land & Water Conservation**  
**Budget Status Report (unaudited)**  
 May 31, 2016

	<u>2016 Amended</u>	<u>2016 YTD</u>	<u>2015 Amended</u>	<u>2015 YTD</u>
	<u>Budget</u>	<u>Transactions</u>	<u>Budget</u>	<u>Transactions</u>
Personnel Costs	\$697,153.00	\$253,730.67	\$678,821.00	\$239,507.05
Operating Expenses	\$512,278.00	\$79,864.57	\$512,880.00	\$73,239.36
OUT - Outlay	\$0.00	\$0.00	\$10,000.00	\$47,132.00
<b>TOTAL EXPENSES</b>	<b>\$1,209,431.00</b>	<b>\$333,595.24</b>	<b>\$1,201,701.00</b>	<b>\$359,878.41</b>
Property Tax Revenue	\$424,228.00	\$176,761.65	\$413,184.00	\$172,160.00
Intergov't'l Revenue	\$643,984.00	\$106,290.37	\$590,627.00	\$108,515.39
Public Charges	\$132,760.00	\$17,925.87	\$127,000.00	\$27,317.72
Misc Rev.	\$0.00	\$0.00	\$0.00	\$57.30
Other Financing Sources	\$8,459.00	\$0.00	\$70,890.00	\$40,733.50
<b>TOTAL REVENUES</b>	<b>\$1,209,431.00</b>	<b>\$300,977.89</b>	<b>\$1,201,701.00</b>	<b>\$348,783.91</b>

**Land and Water Conservation March 31, 2016**





Wisconsin Dept. of Agriculture, Trade & Consumer Protection  
 Agricultural Resource Management Division  
 2811 Agriculture Drive, PO Box 8911  
 Madison WI 53708-8911  
 Phone: (608) 224-4648 or (608) 224-4610

**Soil and Water Resource  
 Management Program**

**DATCP Received:**

**Cost-Share Funds Transfer Agreement**

Submit transfer requests no later than  
**December 1st of the grant year**

Grant Year: 2016 Fund Type: SEG **TOTAL AMOUNT OF TRANSFER: \$4,860** (whole dollars only)

County Transferring Cost-Share Funds: Oconto County Receiving Cost-Share Funds: Brown

It is understood and agreed that:

- Bond and SEG revenue funds for conservation practices allocated to counties for the grant year indicated above may be transferred from, or to, any county consistent with the terms in the annual grant contracts and ss. ATCP 50.28 (as modified by department waiver), 50.34 and 50.36. A county may not transfer redirected cost-share funds originally awarded as an annual staffing grant.
- The county transferring the cost-share funds ("Transferring County") certifies that it has an uncommitted portion of its cost-share allocation equal to or greater than the transfer amount listed above, has not previously extended the grant funds which are the subject of the transfer, and has approval of its Land Conservation Committee to make these funds available for transfer.
- The county receiving the cost-share funds ("Receiving County") certifies that it has made a commitment to use the transferred funds on one or more specific projects, and has the approval of its Land Conservation Committee to accept the transferred funds for cost-sharing on the specific projects.
- The Transferring County agrees to the transfer of funds in the amount listed above to the Receiving County to be used to cost-share projects involving appropriate practices.
- The transfer must be approved by DATCP, consistent with the recommendation of the Land and Water Conservation Board. DATCP will not approve a transfer that exceeds the Transferring County's current available cost-share grant allocation as shown in DATCP's records for the grant year indicated above.
- DATCP is authorized to modify the allocation plan and amend the grant contracts for the Transferring and Receiving Counties to carry out the terms of this AGREEMENT.
- The counties signing this AGREEMENT are responsible for tracking their cost-share balances and accurately calculating transfer amounts. Reimbursement requests submitted to DATCP will be processed in accordance with the revised cost-share amounts authorized by this AGREEMENT. Reimbursement request(s) submitted by either the Transferring County or Receiving County that would create an overage of the revised cost-share grant allocation will not be paid.
- Funds transferred by this Agreement to the Receiving County may be extended into the subsequent grant year for the same project, subject to s. ATCP 50.34(6).

Dennis Kroll

LCC Chair, County Board Chair, Executive, or Administrator from Transferring County

5-26-16

Date

\_\_\_\_\_  
 LCC Chair, or County Board Chair, Executive, or Administrator from Receiving County

\_\_\_\_\_  
 Date

After both the transferring county and receiving county have signed this agreement, the receiving county should e-mail it to: [datcpswrm@wisconsin.gov](mailto:datcpswrm@wisconsin.gov)

**For DATCP use**

The LWCB recommended approval of this transfer of funds on \_\_\_\_\_, 20\_\_\_\_ (through its delegated representative \_\_\_\_\_) [Strike if this does not apply]

Approval of cost-share funds transfer of \$ \_\_\_\_\_ from \_\_\_\_\_ County to \_\_\_\_\_ County to be reflected in the Final Allocation Plan for the grant year indicated above. This Agreement hereby serves as a fully executed amendment to the grant contracts of the two counties signing this Agreement for the grant year indicated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

\_\_\_\_\_  
 Dept. of Agriculture, Trade & Consumer Protection, Secretary

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## **OPERATIONAL AGREEMENT**

between

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

and

**BROWN COUNTY, WISCONSIN**

### **I. Purpose**

The purpose of this Operational Agreement is to identify the responsibility of Brown County Wisconsin, hereafter called "County" and the United States Department of Agriculture, Natural Resources Conservation Service, hereafter called "NRCS", regarding the employment, administration, and training of field office employees; the provision, use, and responsibility for either County or NRCS owned/maintained equipment and supplies; the maintenance of fiscal and activity reports; and to define roles and responsibilities relating to the development of conservation priorities and policies.

### **II. Background:**

The County, acting through its Land Conservation Committee or equivalent conservation organization partner, is responsible for planning, setting priorities and implementing land and water conservation programs as authorized under Chapter 92, Wisconsin Statutes.

The NRCS is authorized and directed under the terms of various federal statutes to carry out an assortment of Soil and Water Conservation Programs and to provide landowners, State and local governments, and other entities with natural resource conservation technical assistance, counseling, planning/design, and implementation activities. The NRCS has been granted specific authority to enter into agreements with local Conservation Departments to share/leverage human and capital resources to address local resource concerns of each party's respective missions, goals, and objectives.

It is mutually agreed that because this agreement provides guidelines for rendering specialized and technical services to State and local units of government pursuant to Title III, Section 302, of the Intergovernmental Cooperation Act of 1968 (P.L. 90-577), and OMB Circular No. A-97 the roles of the County and NRCS will be defined as follows:

A. The NRCS will:

1. Designate the Assistant State Conservationist for Field Operations as the NRCS liaison to the County for this Agreement.
2. Provide technical training to County employees in the art and science of soil conservation and water quality technology, the techniques of maintaining NRCS records and the techniques of supervision and management, to the extent that NRCS personnel and facilities can be made available.
3. Provide consultation and guidance to the Land Conservation Committee Members, County Conservationist, and County Conservation staff on NRCS policy and technical issues when requested.
4. Through the District Conservationist:
  - a. Collaborate with the County to develop work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.
5. Acknowledge the County Land and Water Resource Management Plan when convening the Local Work Groups for developing and updating County conservation priorities.
6. Assist County employees when operating under the technical guidance of the NRCS to become proficient in doing technical work.
7. Assist County office personnel to become proficient in office procedures. Office personnel will assume responsibility for such office activities as mutually agreed to by the County and NRCS.
8. Authorize County employees, with proper clearance, to use NRCS equipment and supplies that are available within the County when such use will increase the effectiveness of the program of work of the County.
9. Require NRCS employees who use County equipment and supplies to follow the regulations and procedures required by the County.
10. Assume responsibility for damage or loss of County equipment, due to negligence or inappropriate use by an NRCS employee.
11. Ensure NRCS employees working within the County has a solid grasp and understanding of all relevant federal, State, and local laws and ordinances for which conservation program participants must comply.

12. Acknowledge State and County standards and specifications related to conservation work, and help inform prospective participants of such requirements. NRCS has no authority to assume joint responsibility when the County adopts standards and specifications that differ from NRCS standards and specifications. NRCS has no authority to help the County apply practices for State or County programs using standards and specifications that are not contained in the Field Office Technical Guide (FOTG).
13. Assume all responsibility for certification of need, practicability and performance of NRCS financial assistance program practices within the County.

**B. The County will:**

1. Designate the County Conservationist, or equivalent, as the County staff supervisor and liaison for this Agreement.
2. Provide training to NRCS employees on State and/or County laws and ordinances related to conservation program implementation.
3. Provide technical support to NRCS with the agency's conservation program implementation at the County level.
4. Through the County Conservationist, or equivalent:
  - a. Collaborate with the NRCS to develop work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water Resource Management Plan, as well as NRCS Local Work Group, State Technical Committee, and Agency Priorities.
5. Include County resource concerns and priorities as set by the Local Work Groups when developing and updating the County Land and Water Resource Management Plan.
6. Acknowledge NRCS standards and specifications contained in the FOTG related to federal conservation work, and help inform prospective participants of such requirements.
7. **ACKNOWLEDGE OF SECTION 1619 COMPLIANCE.** The County shall only utilize NRCS customer files and information to carry out work of the NRCS programs, to include conservation planning activities and technical assistance. Use of NRCS customer case file information is not to be used outside of official NRCS business, without consent from Landowner. The purpose of this Acknowledgment of Section 1619 compliance is to require acknowledgement by County partners of the requirement of Section 1619 of the Food, Conservation, and Energy Act of 2008



(the 2008 Farm Bill), which prohibits disclosure of certain information by the Department of Agriculture and its cooperators (partners) who assists NRCS in the delivery of conservation-related service. Those individuals or organizations that assist NRCS with providing conservation-related services are known as NRCS Conservation Cooperators.

8. Adopt and require County employees to use NRCS standards and specifications contained in the FOTG in conservation planning and the application of soil conservation and water pollution abatement practices when assisting property owners, units of government and others. Reimbursement for technical assistance may be required under terms of a separate agreement.
9. Provide equipment and supplies for County staff working under the terms of this agreement.
10. Authorize NRCS employees to use County equipment and supplies as appropriate in carrying out the County Land and Water Resource Management Plan.
11. Assume responsibility for damage or loss of NRCS equipment when such damage or loss is due to negligence or inappropriate use by a County employee.
12. Maintain records of work activities and accomplishments on federally funded project to ensure that:
  - a. Conservation planning and application and other required conservation activities can be reported as needed by the County and NRCS.
  - b. County employees are performing work within their engineering job approval authority, as indicated on the NRCS/DATCP joint engineering job approval practitioners' certification.
  - c. Documentation is available for quality assurance reviews.
13. Use NRCS Government Owned Vehicle (GOV) provided:
  - a. Use is for official business and does not cause any conflict of interest or appearance issues as determined by NRCS.
  - b. County submits proof of current liability insurance policy that names the USDA as an insured and in an amount approved by the NRCS (minimum \$500,000).
  - c. Each County driver applicant provides a copy of their valid State driver's license.

- d. County driver receives written NRCS authorization prior to beginning use. This will be a Letter of Authorization for NRCS Vehicle Use issued by the NRCS Assistant State Conservationist for Field Operations. A copy of this letter must be in possession of the County user while operating a USDA NRCS vehicle (see attachment A of this Agreement).
- e. Vehicle is otherwise available (not scheduled for NRCS user), prior to use. Local NRCS approval is provided by the NRCS District Conservationist or Acting, and the employee using the vehicle properly signs for the GOV on the local NRCS sign-out sheet.

### **III. It is mutually agreed that:**

- A. By signing this agreement, the parties agree that all programs and/or activities provided for under this agreement will be conducted in compliance with all applicable federal, State, and local laws, rules, regulations, and policies.
- B. Civil rights policies will be complied with by entities that assist NRCS in administering its programs and services and are recognized as Partners. The Department of Agriculture Regulation 7 CFR, Part 15.5, DR 4330-2, and the NRCS General Manual Title 230, Part 405 set forth agents of the agency's responsibilities in program delivery with respect to Equal Opportunity.
- C. Ethics/Conflict of Interest: NRCS staff are required to inform their Supervisor when attempting to participate in NRCS Programs (i.e. applying, contracting, etc.), and remove themselves from certain decisions (i.e. developing ranking questions, ranking certain applications, etc.) that may influence how programs are administered within their jurisdiction. NRCS encourages County staff to be cognizant of potential conflicts of interest when they are supporting NRCS Programs, and attempting to be a Program Participant at the same time. It is recommended County staff pursue the same ethical standards as NRCS to avoid any potential for, or the appearance of a conflict of interest.
- D. This agreement shall become effective on the date of the NRCS State Conservationist signature and shall continue in effect until September 30, 2018 unless terminated by either party. Any party to this agreement may terminate the agreement as it applies to that party upon notice in writing to the other parties at least sixty (60) days prior to the date of termination. Any party may request amendment of the agreement by notifying the other parties in writing of the nature and purpose of the requested amendment.
- E. Memorandum of Understanding and associated agreements between NRCS, conservation partners and American Indian Tribes are to be evaluated and modified to avoid conflicts of interest. NRCS policy for support comes from Manual Title 440 Section 504.14 (Amend. 68 - November 2012) Conservation Partners and includes the following

guidance as it related to support of partners who solicit to obtain reimbursement for services provided:

1. Conservation partners who are co-located in NRCS offices and decide to compete as thirty-party vendors of Technical Service Providers (TSP) assistance must relocate their TSP-associated business outside NRCS offices and information systems.
2. In order to provide fair access to competitive grants and agreements, those conservation partners that wish to compete for TSP contracts and/or agreements, must find separate arrangements when they share NRCS office space, customer files and information, and NRCS equipment. These separate arrangements will ensure that partners wishing to act as TSPs will not have an unfair competitive advantage when soliciting competitive contracts and agreements with NRCS or when contracting with program participants.

As a condition of an Operational Agreement with the Brown County Land and Water Conservation Department assures and certifies that is is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicalbe requirements, including those set out in 7 CFR 3015.205(b) which hereby are incorporated in this agreement by referernce, and such other statutory provisions as are specifically set forth herein.

For BROWN COUNTY:

\_\_\_\_\_  
Mike Mushinski  
County Conservationist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norbert Dantine  
County Land Conservation Committee  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Troy Streckenbach  
Brown County Executive

\_\_\_\_\_  
Date

For UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

\_\_\_\_\_  
John Malvitz  
NRCS District Conservationist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tyrone Larson  
NRCS Assistant State Conservationist – Field Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jimmy Bramblett  
NRCS State Conservationist

\_\_\_\_\_  
Date  
(agreement effective date)



State of Wisconsin  
Governor Scott Walker

**Department of Agriculture, Trade and Consumer Protection**  
Ben Brancel, Secretary

June 1, 2016

Dear Farmland Preservation tax credit claimant,

Our records show that you claimed the farmland preservation tax credit for the 2014 tax year. If you have already received a Certificate of Compliance from your county land conservation office, you may disregard this letter. However, if you have not been issued a Certificate of Compliance by your county land conservation office and wish to continue to claim Farmland Preservation Program (FPP) tax credits, you need to comply with the soil and water conservation standards and be issued a Certificate of Compliance from the county land conservation office in which your farmland is located by December 31, 2016. The Department of Revenue will require you to provide a unique Certificate of Compliance number on your tax return for tax year 2016 in order to collect your FPP tax credit.

Attached is a contact list for each county. **Please contact the county where your land is located if you have not been issued a Certification of Compliance.**

To receive a Certification of Compliance, you will need to meet the soil and water conservation standards, which includes the requirement to have a nutrient management plan on file with the county where your land is located. Nutrient management plans start with soil tests and the time to soil sample your farmland is now so you can get a plan developed! A nutrient management plan can be developed by a landowner that goes through county training or a landowner can hire an agronomist. Financial resources may exist to help you. Contact your county land conservation office for further assistance. Soil samples are taken every 5 acres, every 4 years and need to be analyzed by one of the following DATCP certified soil testing laboratories.

UW Soil & Forage Lab, 2611 Yellowstone Dr, Marshfield, WI 54449	(715) 387-2523
A & L Great Lakes Laboratories, Inc., 3505 Conestoga Dr., Fort Wayne, IN 46808	(219) 483-4759
AgSource Cooperative Services Soil & Forage Lab, 106 N. Cecil Street, Bonduel, WI 54107	(715) 758-2178
Dairyland Laboratories, 217 E. Main Street, Arcadia, WI 54612	(608) 323-2123
Rock River Laboratory, 710 Commerce Drive, PO Box 169, Watertown, WI 53094	(920) 261-0446

The list of soil and water conservation standards required to collect the tax credit can be found at:  
<http://datcp.wi.gov/uploads/Farms/pdf/NMTrainingGWisconsinRunoffRules.pdf>.

Sincerely,

Sue Porter, DATCP Nutrient Management Specialist  
608-224-4605

*Agriculture generates \$88 billion for Wisconsin*

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

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